

NAVAL MISSION

Agreement signed at Washington October 14, 1946

Entered into force October 14, 1946

*Extended by agreement of October 6 and November 4, 1954*¹

*Supplemented by agreement of July 13 and September 16, 1955*²

*Amended by agreement of February 18 and March 31, 1959*³

61 Stat. 2413; Treaties and Other
International Acts Series 1563

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA

In conformity with the request made by the Ambassador of the Republic of Colombia in Washington to the Secretary of State, the President of the United States of America, by virtue of the authority conferred by the Act of Congress of May 19, 1926, entitled "An Act To authorize the President to detail officers and enlisted men of the United States Army, Navy, and Marine Corps to assist the governments of the Latin-American Republics in military and naval matters,"⁴ as amended by the Act of May 14, 1935,⁵ to include the Philippine Islands, has authorized the appointment of officers and enlisted men to constitute a Naval Mission to the Republic of Colombia under the conditions specified below:

TITLE I

Purpose and Duration

ARTICLE 1. The purpose of this Naval Mission is to cooperate in an *advisory capacity* with the Director General and the officers of the Colombian Navy, wherever desired in the Republic of Colombia by the Ministry of War, with a view to enhancing the efficiency of the Colombian Navy.

ARTICLE 2. This Mission shall continue for a period of four years from the date of the signing of this agreement by the accredited representatives

¹ 5 UST 2904; TIAS 3146.

² 6 UST 3904; TIAS 3393.

³ 10 UST 745; TIAS 4210.

⁴ 44 Stat. 565.

⁵ 49 Stat. 218.

of the Government of the United States of America and the Government of the Republic of Colombia unless sooner terminated or extended as hereinafter provided. Any member of the Mission may be recalled by the Government of the United States of America after the expiration of two years' service, in which case another member will be furnished in replacement, after mutual agreement between the two Governments.

ARTICLE 3. If the Government of the Republic of Colombia should desire that the services of the Mission be extended in whole or in part beyond the period stipulated, it shall make a written proposal to that effect six months before the expiration of this agreement.

ARTICLE 4. The present agreement may be terminated prior to the expiration of the period of four years prescribed in Article 2, or prior to the expiration of the extension authorized in Article 3, in the following manner:

- a) By either Government, subject to three months' notice in writing to the other Government;
- b) By the recall of the entire personnel of the Mission by the Government of the United States of America in the public interest of the United States of America;
- c) In case of war between the Republic of Colombia and any other nation, or in the case of civil war in the Republic of Colombia;
- d) In case of war between the United States of America and any other country.

TITLE II

Composition and Personnel

ARTICLE 5. This Mission will consist of a Chief of Mission of the rank of Captain or Commander on active service in the United States Navy and such other United States naval personnel as may subsequently be requested by the Ministry of War of Colombia through its authorized representative in Washington and agreed upon by the United States Navy Department.

TITLE III

Duties, Rank, and Precedence

ARTICLE 6. The duties of the Mission shall consist of such professional services, advice, and direction as may be agreed upon between the Minister of War of the Republic of Colombia and the Chief of the Naval Mission.

ARTICLE 7. The performance of duty of all Mission personnel shall be under the direction of the Chief of Mission who will be responsible to the Minister of War and the Director General of the Navy.

ARTICLE 8. Each member of the Mission shall retain the rank he holds in the United States Navy and shall wear the uniform of his rank in the United States Navy.

ARTICLE 9. Each member of the Mission shall be entitled to all the benefits and prerogatives which the Colombian Navy regulations provide for Colombian Naval officers and enlisted men of corresponding rank.

ARTICLE 10. The personnel of the Mission shall be governed by the disciplinary regulations of the United States Navy.

TITLE IV

Compensation and Perquisites

ARTICLE 11. Each member of the Mission shall receive from the Government of the Republic of Colombia the net annual compensation computed in currency of the United States of America that may be agreed upon between the United States of America and the Republic of Colombia. Personnel of the Mission shall be classified in four categories, to wit:

- (a) Chief of Mission
- (b) Assistant Chief of Mission
- (c) Other Commissioned Officers
- (d) Chief Warrant, Warrant and Petty Officers.

This compensation shall be paid in twelve equal monthly payments, each due and to be paid on the last day of the month. These payments, when effected within the Republic of Colombia, may be made in Colombian currency computed at the current official rate of exchange for dollars. Payments which are effected outside the Republic of Colombia shall be made in currency of the United States of America. The said compensation shall not be subject to any Colombian tax, or to a tax by any political subdivision of the Republic of Colombia, that is now or shall hereafter be imposed. Should there however, at present or while this agreement is in effect, be any taxes that might affect the said compensation, such taxes shall be paid by the Ministry of War of Colombia in order to comply with the foregoing provisions that the stipulated compensation shall be net.

ARTICLE 12. The compensation agreed upon as indicated in the preceding Article shall commence upon the date of departure from the United States of America of each member of the Mission, and, except as otherwise expressly provided in the present agreement, shall continue, following the termination of duty with the Mission, for the return voyage to a customary port of entry into the United States of America, and thereafter for the period of any accumulated leave which may be due.

ARTICLE 13. The Compensation due for the period of the return voyage and accumulated leave shall be paid to a detached member of the Mission prior to his departure from the Republic of Colombia, and such payment shall be computed for travel via the shortest usually traveled route regardless of the route and method of travel used by the said detached member.

ARTICLE 14. Each member of the Mission and his family shall be furnished by the Government of the Republic of Colombia with first-class accommodations for travel, via the shortest usually traveled route, required and performed under this agreement, between the port of embarkation in the United States of America and his official residence in the Republic of Colombia, both for the outward and the return voyage. All expenses of shipment and transportation of household effects, baggage, and automobile of each member of the Mission between the port of embarkation in the United States of America and his official residence in the Republic of Colombia shall be paid in the same manner by the Government of the Republic of Colombia. Transportation of such household effects, baggage, and automobile shall be effected in one shipment, and all subsequent shipments shall be at the expense of the respective members of the Mission except as otherwise provided in this Agreement, or when such shipments are necessitated by circumstances beyond their control. Payment of expenses for the transportation of families, household effects and automobiles, and of the extra compensation prescribed in Article 15, below, in the case of personnel who may join the Mission for temporary duty at the request of the Minister of War of the Republic of Colombia, shall not be required under this agreement, but shall be determined by negotiations between the United States Navy Department and the authorized representative of the Ministry of War of the Republic of Colombia in Washington at such time as the detail of personnel for such temporary duty may be agreed upon.

ARTICLE 15. An additional allowance of one month's compensation, but of not less than two hundred United States dollars (\$200.00), shall be provided by the Government of the Republic of Colombia to each member of the Mission to cover extra expenses involved in change of residence from the United States of America to the Republic of Colombia. An equal additional allowance shall be paid to each member for expenses incident to change of residence from the Republic of Colombia to the United States of America upon completion of duty with the Mission.

ARTICLE 16. The Government of the Republic of Colombia shall grant, upon request of the Chief of the Mission, free entry for articles for the personal use of the members of the Mission and their families and exemption from tax on motor fuel used in official Mission cars.

ARTICLE 17. If the services of any member of the Mission should be terminated prior to the completion of two years' service by action of the Government of the United States of America, except in accordance with the provisions of Article 4(c), the provisions of Articles 14 and 15 shall not apply to the return voyage. If the services of any member of the Mission should terminate or be terminated prior to the completion of two years' service for any other reason, including those set forth in Article 4(c), he shall receive from the Government of the Republic of Colombia all the compensations, emoluments, and perquisites which would be due if he had completed two years'

service, but the annual salary shall terminate as provided by Article 12. But should the Government of the United States of America detach any member for breach of discipline, no cost of the return to the United States of America of such member, his family, household effects, baggage, or automobile shall be borne by the Republic of Colombia nor shall the additional allowance provided in Article 15 be paid to him.

ARTICLE 18. Compensation for transportation and traveling expenses in the Republic of Colombia, on Colombian official business, shall be provided by the Government of the Republic of Colombia in accordance with Article 9, except for travel performed incident to the provisions of Article 14, which shall be compensated as provided in that Article.

ARTICLE 19. If any member of the Mission, or any of his family, should die in the Republic of Colombia, the Government of the Republic of Colombia shall have the body transported to such place in the United States of America as the surviving members of the family may decide, but the cost to the Government of the Republic of Colombia shall not exceed the cost of transporting the remains from the place of decease to the port of entry in the United States of America. Should the deceased be a member of the Mission, his services with the Mission shall be considered to have terminated fifteen (15) days after his death, and compensations as specified in Title IV of this agreement shall be paid to the widow of the deceased or to any other person who may have been designated in writing by the deceased while serving under the terms of this agreement; provided that such widow or other person shall not be compensated for the accrued leave of the deceased; and provided further that all compensations due under the provisions of this Article shall be paid within fifteen (15) days of the decease of the said member.

TITLE V

Administrative Provisions

ARTICLE 20. The offices of the Mission shall be located at such place or places as the Minister of War and/or the Director General of the Navy may direct. Adequate office furniture, equipment, supplies, and official stationery shall be provided by the Government of the Republic of Colombia.

ARTICLE 21. The Government of the United States of America shall provide the Mission with requisite motor transportation and maintenance thereof, for local use. The Government of the Republic of Colombia shall provide the services of two chauffeurs, one for the Chief of Mission and one for utility service of the Mission as a whole.

TITLE VI

Requisites and Conditions

ARTICLE 22. So long as this agreement, or any extension thereof, is in effect, the Government of the Republic of Colombia shall not engage the

services of any personnel of any other foreign government, except teachers, for military duties connected with the Colombian Navy, except by mutual agreement between the Government of the United States of America and the Government of the Republic of Colombia.

ARTICLE 23. Each member of the Mission shall agree not to divulge or by any means disclose to any foreign government or to any person whatsoever any secret or confidential matter of which he may become cognizant in any way. This requirement shall continue to be binding after termination of duty with the Mission and after the expiration or cancellation of this agreement or any extension thereof.

ARTICLE 24. Throughout this agreement the term "family" shall be construed as meaning wife and dependent children.

ARTICLE 25. Each member of the Mission shall be entitled to one month's annual leave with pay, or to a proportional part thereof with pay for any fractional part of a year. Unused portions of said leave shall be cumulative from year to year during service as a member of the Mission.

ARTICLE 26. The leave cited in the preceding Article may be spent in foreign countries. All travel time, including sea travel, shall count as leave and shall not be in addition to that authorized in the preceding Article.

ARTICLE 27. The Government of the Republic of Colombia agrees to grant the leave specified in Article 25 upon receipt of written application, approved by the Chief of the Mission.

ARTICLE 28. In case a member of the Mission becomes ill or suffers injury, he shall, at the discretion of the Chief of the Mission, be placed by the Government of the Republic of Colombia in such hospital as the Chief of the Mission deems suitable after consultation with the Colombian authorities, and all expenses incurred as the result of such illness or injury while the patient is a member of the Mission and remains in the Republic of Colombia shall be paid by the Government of the Republic of Colombia.

ARTICLE 29. Any member unable to perform his duties with the Mission by reason of long-continued physical disability shall be replaced.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this agreement in duplicate, in the English and Spanish languages, at Washington, this 14th day of October 1946.

For the United States of America:
DEAN ACHESON

For the Republic of Colombia:
C. S. DE SANTAMARIA